

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

AUDI OF AMERICA, INC.,  
An Organizational Unit of Volkswagen Group  
of America, Inc.,  
A New Jersey Corporation,

Plaintiff/Counterclaim-Defendant,

v.

BRONSBURG & HUGHES PONTIAC, INC. d/b/a  
WYOMING VALLEY AUDI, a Pennsylvania  
Corporation,

Defendant,

and

NORTH AMERICAN AUTOMOTIVE  
SERVICES, INC., an Illinois Corporation;  
NAPLETON WYOMING VALLEY IMPORTS,  
LLC, an Illinois Limited Liability Company;  
MILLENNIUM HOLDINGS, IV, LLC, a  
Pennsylvania Limited Liability Company;  
NAPLETON INVESTMENT PARTNERSHIP, LP,  
an Illinois Limited Partnership; and EFN  
WYOMING VALLEY PROPERTIES, LLC, an  
Illinois Limited Liability Company,

Intervenor-Defendants/  
Counterclaim-Plaintiffs.

Case No. 3:16-cv-02470-JEJ-  
MCC

**STIPULATION AND  
[PROPOSED] ORDER OF  
PARTIAL DISMISSAL  
WITHOUT PREJUDICE**

Plaintiff/Counterclaim-Defendant Audi of America, Inc. (“AoA”), an organizational unit of Volkswagen Group of America, Inc. (“VWGoA”), and Intervenor-Defendants/Counterclaim-Plaintiffs North American Automotive Services, Inc., Napleton Wyoming Valley Imports, LLC, Millennium Holdings,

IV, LLC, Napleton Investment Partnership, LP, and EFN Wyoming Valley Properties, LLC (collectively “Napleton”), hereby stipulate and agree through their undersigned attorneys:

1. The First, Second, and Seventh Causes of Action set forth in Napleton’s Answer and Counterclaims against VWGoA (Doc. 219) (the “Statutory Claims”) are hereby dismissed without prejudice pursuant to Rule 41 of the Federal Rules of Civil Procedure, and without costs, disbursements or fees to either side;

2. Napleton agrees not to reassert the Statutory Claims in this or any other forum, subject to the limited exception set forth in Paragraph 3 below;

3. If AoA’s affirmative claims are reinstated on appeal, or AoA otherwise obtains relief from the Court’s February 16, 2018 Order (Doc. 479), or if AoA is otherwise able to assert in this or any other forum that it continues to have a right of first refusal relating to the Wyoming Valley Audi dealership assets as a result of the Asset and Real Estate Purchase Agreement, dated July 11, 2016, as amended, then, only in that instance, Napleton will not be foreclosed from reasserting its Statutory Claims in response to such arguments or claims, regardless of any applicable limitations period;

4. Should Napleton reassert its Statutory Claims pursuant to the limited exception set forth in Paragraph 3, Napleton shall only reassert claims identical to

the Statutory Claims and shall not assert any additional, altered or amended claims without leave of court, and AoA reserves all of its rights and arguments in the event Napleton makes any request or motion for leave to amend the counterclaims generally and/or the Statutory Claims specifically; and

5. Faxed or emailed signatures hereon shall be deemed originals for all purposes.

Dated: March 9, 2017

**STIPULATED AND AGREED:**

**INTERVENORS/COUNTERCLAIM  
PLAINTIFFS NORTH AMERICAN  
AUTOMOTIVE SERVICES, INC.,  
ET AL.**

**VOLKSWAGEN GROUP OF  
AMERICA, INC.**

By their attorneys,

By its attorneys,

**ARENT FOX LLP**

**BARACK FERRAZZANO  
KIRSCHBAUM & NAGELBERG  
LLP**

By: 

Russell P. McRory (*pro hac vice*)  
*James M. Westerlind (pro hac vice)*  
1675 Broadway  
New York, New York 10022  
(212) 484-3900  
russell.mcrory@arentfox.com

By: 

Randall L. Oyler (*pro hac vice*)  
Owen H. Smith (*pro hac vice*)  
200 W. Madison, Suite 3900  
Chicago, Illinois 60606  
(312) 984-3100  
randall.oyler@bfkn.com  
owen.smith@bfkn.com

**DEFENDANT BRONSBURG &  
HUGHES PONTIAC, INC.**

By their attorneys,

**FREEBORN & PETERS LLP**

By: 

David C. Gustman (*pro hac vice*)  
311 South Wacker, Suite 3000  
Chicago, Illinois 60606  
(312) 360-6000  
dgustman@freeborn.com

**SO ORDERED:**

---

Hon. John E. Jones III  
United States District Judge